

**IN THE DISTRICT COURT OF SEQUOYAH COUNTY
STATE OF OKLAHOMA**

JENNIFER AND DERRICK BIBBS,

Plaintiffs,

vs.

STATE FARM INSURANCE COMPANY,

&

CHAD COX,

&

DUSTIN BOOTH,

Defendants.

CJ-2017-

73

SEQUOYAH COUNTY, OKLAHOMA
FILED
IN DISTRICT COURT

MAY 04 2017

BY VICKI BEATTY, COURT CLERK
DEPUTY

PETITION

COME NOW the Plaintiffs, Jennifer and Derrick Bibbs, and for their claims against the Defendants, State Farm Insurance Company ("State Farm"), Dustin Booth ("Booth"), and Chad Cox ("Cox"), and allege and state:

JURISDICTIONAL ALLEGATIONS

1. Plaintiffs Jennifer and Derrick Bibbs are residents of Sequoyah County in the State of Oklahoma.
2. Defendant State Farm is a private insurance company doing business in Sequoyah County, Oklahoma.
3. Defendant Cox is an insurance agent that wrote a policy for Sequoyah County, and who does business in Sequoyah County.
4. Dustin Booth is an insurance agent that wrote a policy for Sequoyah County, and who does business in Sequoyah County.
5. All acts alleged herein occurred in Sequoyah County, OK

6. This Court has jurisdiction over the parties and the subject matter herein.

FACTUAL ALLEGATIONS

7. The Plaintiffs own a home and property in Sequoyah County, Oklahoma.
8. Plaintiffs purchased an insurance policy from Defendants with an effective date of February 1, 2017.
9. The insurance policy that was purchased included a dwelling, contents, and two barns.
10. The insurance policy had certain policy limits specified.
11. That the home and the personal property therein were completely destroyed in a fire on February 4, 2017.
12. That after the fire, Petitioners made a claim pursuant to their insurance policy.
13. That Defendants denied the claim improperly.
14. That the Defendant(s) rescinded the policy improperly.
15. That after the policy was rescinded, total policy premiums were not returned.
16. That after the policy was rescinded, Defendants forced an unrequested renters' insurance policy on Plaintiffs and billed them for the same.

COUNT ONE – BAD FAITH ON PART OF STATE FARM, DUSTIN BOOTH, AND CHAD COX

17. The above facts constitute a breach of the duty of good faith on the part of Defendants State Farm, Dustin Booth, and Chad Cox. .
18. Defendants State Farm, Dustin Booth, and Chad Cox have a duty of good faith to Plaintiffs to properly handle their claim and act in good faith.
19. As a direct result of Defendants duty of good faith, the Plaintiffs suffered damages.

20. As a direct result of the Defendants' bad faith actions, Plaintiffs have been required and compelled to retain counsel to pursue this action to recover for their loss pursuant to the Defendants' bad faith actions, and they are entitled to recover those attorney fees and costs associated with this action.

COUNT TWO – FRAUD OF STATE FARM, DUSTIN BOOTH, AND CHAD COX

COME NOW the Plaintiffs and hereby adopt and re-allege the statements and allegations above and for their second cause of action state as follows:

21. The above facts constitute fraud on the part of Defendants State Farm, Dustin Booth, and Chad Cox.
22. Defendants wrote a policy to Plaintiffs, improperly rescinded the policy, and did not return the amount that Plaintiffs paid for said policy.
23. Defendant(s) is/are liable for the actions and omissions of those persons in its employ under a theory of *respondeat superior*.
24. As a direct result of Defendants' fraudulent actions, the Plaintiffs suffered damages.
25. As a direct result of Defendants' actions, Plaintiffs have been required and compelled to retain counsel to pursue this action to recover for their loss pursuant to those actions, and they are entitled to recover those attorney fees and costs associated with this action.

COUNT THREE – FRAUD OF STATE FARM AND DUSTIN BOOTH

COME NOW the Plaintiffs and hereby adopt and re-allege the statements and allegations above and for their third cause of action state as follows:

26. The above facts constitute fraud on the part of Defendants State Farm and Dustin Booth.
27. Defendants wrote a policy to Plaintiffs, improperly rescinded the policy, and did not return the amount that Plaintiffs paid for said policy. After these fraudulent acts, Defendants

improperly wrote a renters' insurance policy for the Plaintiffs, improperly appropriated money that was due to them, and billed them for the improperly forced policy.

28. Defendant is liable for the actions and omissions of those persons in its employ under a theory of *respondeat superior*.
29. As a direct result of Defendants' fraudulent actions, the Plaintiffs suffered damages.
30. As a direct result of Defendants' actions, Plaintiffs have been required and compelled to retain counsel to pursue this action to recover for their loss pursuant to those actions, and they are entitled to recover those attorney fees and costs associated with this action.

WHEREFORE Plaintiffs, Jennifer and Derrick Bibbs, pray for judgment against the Defendants State Farm Insurance Company, Dustin Booth, and Chad Cox, for a sum in excess of seventy five thousand dollars (\$75,000.00), plus punitive damages, plus pre and post judgment interest, attorney fees, costs, and whatever further relief this Court deems fair and equitable.

DATED this 4 day of May, 2017.

Respectfully submitted by:



JURY TRIAL DEMANDED

ATTORNEY LIEN CLAIMED

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Attorney for Plaintiffs

AFFIDAVIT AND VERIFICATION OF PLAINTIFFS

COUNTY OF SEQUOYAH..... }
STATE OF OKLAHOMA..... } SS

I, the undersigned, of sound mind and upon my oath, do state that the following is true and correct as to the best of my knowledge and belief:

That I have read the foregoing Petition and it is true and correct to the best of my knowledge and belief.

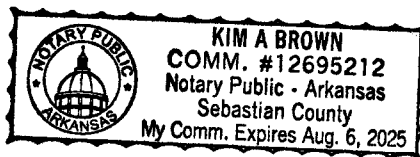
FURTHER AFFIANT SAYETH NOT.

DATED this 26 day of April, 2017

Jennifer Bibbs
Jennifer Bibbs, Petitioner
Derrick Bibbs
Derrick Bibbs, Petitioner

Signed before me this 26th day of April, 2017.

SEAL



Kim A. Brown
Notary Public

My commission expires: 8-6-2025

My commission #: 8-2025 (12695212)